**EXHIBIT I**

**SCOPE OF SUPPLY**

**FPSO PETROBRAS XX (P-XX)**

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# 1 – GENERAL

### 1.1 – This Exhibit allocates overall responsibility for the provision of the Floating, Production, Storage and Offloading (FPSO) facility, as described in the Agreement and its Exhibits therein attached, handed over as a “Whole and Complete Operational Facility” fully functional and operable, and delivered by SELLER to BUYER after acceptance by BUYER of the “Final Completion Certificate”.

1.1.1 - In case of any conflict information among agreement Exhibit information, this Exhibit I – Scope of Supply shall prevail over all other Exhibits.

1.2 – SELLER’s Scope of Supply comprises all activities, supplies and works required to handover the UNIT to BUYER fully functional and operable, as described in the Agreement and its Exhibits and Annexes therein attached, during onshore and offshore phases, excluding only the items stated in Section 2 – BUYER’s RESPONSIBILITIES. Specifically, SELLER’s RESPONSIBILITIES comprise, but are not limited to:

* Project Management
* Quality Assurance and Control
* Project Control and Coordination
* Planning and Scheduling
* Cost Control
* Accounting
* Project Reporting
* Review and Endorsement of the Exhibit II – BASIC DESIGN
* Detailed Engineering Design
* Interface Control
* Procurement and Supply of all Materials and Equipment (other than those to be specifically provided by Seller)
* Transportation of Materials and Equipment
* Material Inspection and Testing
* Customs Clearance of all Materials and Equipment
* Unloading and Storage at Construction Yards
* Preservation
* Assembly and/or Installation of all Equipment on the FPSO
* Assembling and Erection of modules
* Hull and Topside Fabrication
* Transportation, Docking, Undocking and Wharfage of the Hull
* Inclination Tests
* Load Out, Transportation, Lifting and Installation of modules
* Integration of modules to the Hull
* Transportation of the FPSO to XXX Field
* Supply of spare parts and special tools, as well as any other material required for pre-commissioning and testing, such as consumables, first fill, lubricants, catalysts and chemicals required
* Pre-commissioning and Commissioning
* Operation during onshore phase
* Shore supply for commissioning during yard phase
* Training
* Start-up and Pre-operation
* Operation Specialized Support
* Certification and Classification
* Onshore and Offshore Vendors’ Technical Support
* Facilities for BUYER’s personnel at engineering and construction yard
* Obtaining all governmental permits required from SELLER
* Assistance associated with securing all governmental permits required from BUYER

1.2.1 - It is expressly understood that the Scope of Supply shall also include the provision of such further goods, works, acts and items as may be implied or expressly stipulated in the Agreement, or as may be necessary for the proper execution, maintenance and/or transportation of the Scope of Supply and the FPSO, including any variations which may be made pursuant to the Agreement.

1.2.2 - Quantities information provided in basic design 3D model shall not be considered as final quantities. Increase of quantities arising from normal development of the Detailing Engineering and not arising from failures identified in the Basic Design shall fall under Seller responsibility.

1.2.3 - In the case that the topsides detailed engineering design will be executed directly by the Seller, then Seller shall fully comply with the requirements under Section 19.1.4.1.1 of the Agreement.

### 1.3 – SELLER shall comply with the Exhibit IV – DIRECTIVES FOR PRODUCT FABRICATION.

### 1.4 – SELLER shall comply with the Brazilian Local Content requirements calculated in accordance with ANP criteria, as described in ARTICLE 4 – BRAZILIAN LOCAL CONTENT of the Agreement.

### 1.5 – SELLER shall provide the certification and classification of the UNIT, including detailed engineering design, equipment, fabrication, assembly, pre-commissioning and commissioning of the systems, in accordance with the Exhibit III – DIRECTIVES FOR PRODUCT DEVELOPMENT and Exhibit XV – DIRECTIVES FOR FPSO CLASSIFICATION.

### 1.5.1 – SELLER shall sign agreement for Classification and Statutory Survey of the UNIT, as stated in Exhibit XV – DIRECTIVES FOR FPSO CLASSIFICATION.

### 1.5.2 – The Classification Society to be contracted shall accept the certification and classification provided by ABS for the previous engineering design phase documents, such as BASIC DESIGN.

### 1.5.3 –SELLER shall deliver the UNIT with no outstanding punch list items. The part of the Scope of Supply achievable in the onshore phase shall be carried out before UNIT leaves the Integration Yard. Any deviation therefrom shall be previously submitted to BUYER for approval.

### 1.5.4 – The Certificate of Class to be issued for the UNIT shall consider the Classification notations as per Exhibit XV – DIRECTIVES FOR FPSO CLASSIFICATION, according to CS Rules in force at the time of agreement signature. All certificates, interface requirements and documents listed in Exhibit XV – DIRECTIVES FOR FPSO CLASSIFICATION shall also be issued by SELLER.

### 1.5.5 – SELLER shall guarantee that the Classification Society will accept the certification and classification provided by ABS for the items stated in 1.5.2, otherwise SELLER will be responsible for any and all corrections, at its own expense, derived from rules and regulations from ABS not accepted by the Classification Society contracted by SELLER.

### 1.5.6 – All documents required by Local Authorities, Classification Society, Marine Warranty Surveyor, Regulatory Bodies, Flag State and Insurance Companies shall be issued, prepared, provided and delivered by SELLER.

1.5.6.1 – SELLER shall comply with the interface communication (Table 1 – Interface Communication) to contact entities including but not limited to Local Authorities, Classification Society, Marine Warranty Surveyor, Regulatory Bodies, Flag State. SELLER is responsible for providing all documents required by the BUYER or by these Entities, in order to comply with the requirements for the full acceptance of UNIT, even if the interface communication is the responsibility of BUYER. SELLER shall manage and control all activities related to these entities together with BUYER.

| **Interface Communication** | | |
| --- | --- | --- |
| **Entities** | **SELLER** | **BUYER** |
| National Telecommunications Agency (Anatel) | Support | Responsible |
| Integrated Center for Air Defense and Air Traffic Control / Air Force (CINDACTA / Aeronáutica) | Support | Responsible |
| National Agency of Petroleum, Natural Gas and Biofuels (Agência Nacional do Petróleo, Gás Natural e Biocombustíveis - ANP) | Support | Responsible |
|
| National Health Surveillance Agency (Agência Nacional de Vigilância Sanitária – Anvisa) | Responsible | Note 1 |
| Classification Society | Responsible | Support |
| Flag State Authority | Support | Responsible |
| Brazilian Institute of the Environment and Renewable Natural Resources (Instituto Brasileiro do Meio Ambiente e Recursos Naturais Renováveis – IBAMA) | Support | Responsible |
|
| Brazilian Navy (Marinha) | Responsible | Note 2 |
|
| Federal Police (Polícia Federal) | Responsible | Support |
| Customs Clearance of completed UNIT (Receita Federal) | Support | Responsible |
| Special Secretariat for Social Security and Labor  (Secretaria Especial de Previdência e Trabalho) | Support | Responsible |

Table 1 – Interface Communication

Note 1: BUYER is responsible to issue ANVISA taxes payment forms. All payments are under SELLER´s responsibility.

Note 2: BUYER is responsible to contact Brazilian Navy in order to receive the “Navy Project Installation Authorization “(Nada a Opor).

### 1.6 – SELLER shall carry out scope’s acquisitions for the UNIT in accordance with Exhibit V – DIRECTIVES FOR PROCUREMENT.

### 1.7 – SELLER shall plan, execute and control all phases of the works, including all activities performed by any vendor, supplier and subcontractor, assuring full compliance with Exhibit VI – DIRECTIVES FOR PLANNING AND CONTROL.

### 1.8 – For all SELLER’s Scope of Supply, in any phase of the work, including all activities performed by any vendor, supplier and subcontractor, SELLER shall implement and observe full compliance with a Quality Assurance System, in accordance with Exhibit VII – DIRECTIVES FOR QUALITY ASSURANCE SYSTEM.

### 1.9 – SELLER shall perform all necessary activities described in Exhibit VII - DIRECTIVES FOR QUALITY ASSURANCE SYSTEM and Exhibit VIII - DIRECTIVES FOR COMMISSIONING, in accordance with international standards applicable to design, construction and operation of maritime production units, and directives, regulations and recommendations issued by Brazilian Authorities and Classification Society Rules and Regulations.

### 1.10 – For all SELLER’s Scope of Supply, during all phases of the work, including all activities performed by any subcontractor, SELLER shall implement and observe full compliance with a Health, Safety and Environment Plan, in accordance with Exhibit IX – DIRECTIVES FOR HEALTH, SAFETY AND ENVIRONMENT.

### 1.11 – SELLER shall provide facilities for BUYER representatives as per Exhibit X – FACILITIES FOR BUYER’s REPRESENTATIVES.

### 1.12 – Requirements set forth hereunder as well as under all other Exhibits of this Agreement shall be fully complied with by SELLER during the Scope of Supply execution.

### 1.13 – SELLER shall comply with the insurance requirements as per Exhibit XII – INSURANCE REQUIREMENTS.

### 1.14 – SELLER shall be responsible for any actions required during detailed design to solve Punch list items within the Disciplines Description Memorandum - General documents, listed in XXX included in the Exhibit II – BASIC DESIGN.

# 2 – BUYER’s RESPONSIBILITIES

BUYER specifically will provide the following:

## 2.1 – Engineering

### 2.1.1 – BUYER shall provide the BASIC DESIGN, exclusively in electronic files, as part of the Exhibit II – BASIC DESIGN of this Agreement and the Data Base, delivered to Bidders along with the documentation enclosed to the Request for Proposal and the Instructions to Bidders.

## 2.2 – Equipment Supplied by BUYER

### 2.2.1 – BUYER shall supply the equipment listed on Table 2 – Equipment supplied by BUYER for transportation by SELLER.

### 2.2.2 – SELLER is responsible for transportation of the equipment supplied by BUYER listed on Table 2, from Rio de Janeiro to SELLER job site.

### 2.2.2.1 – If SELLER chooses to install this equipment outside Brazil, BUYER will take care of export formalities and deliver the equipment through Incoterm FCA (Free Carrier)/Port of Rio de Janeiro to SELLER. SELLER scope of work shall comprise all the activities necessary to collect the equipment exported and to transport it to the final destination, including the customs clearance costs of such equipment at their job site and all costs inherent to the pickup process including but not limited to storage, taxes, transportation fees and insurance, etc.

### 2.2.2.2 – If SELLER chooses to install this equipment in Brazil, SELLER scope of work shall comprise all the activities necessary to collect the cargo from Petrobras facility in Rio de Janeiro and transport it to the job site and all costs inherent to the pickup process including but not limited to storage, taxes, transportation fees and insurance, etc.

### 2.2.2.3 – SELLER must provide all documents and necessary information regarding the equipment supplied by BUYER on FPSO, to allow the Customs Clearance in Brazil by BUYER.

2.2.3 – SELLER shall install the equipment listed in item 2.2.4 during the onshore phase. In case BUYER were to deliver some of the equipment after the integration works have been completed, SELLER shall install such equipment during the offshore phase.

### 2.2.4 – SELLER shall, by its own means, unload, receive, move, properly store, preserve, install, commission, test and control all materials and equipment supplied by BUYER.

|  |  |  |  |
| --- | --- | --- | --- |
| **Equipment for transportation** **(TAG)** | **Description** | **Weight (kg)** | **Dimensions for transportation** **(mm)** |
| PN-5529003A/B | Rigid Riser Monitoring System (RRMS) cabinet. | 350 | 1600 x 800 x 2100 |
| PN-1210001A/B | Subsea Master Control Station | 1500 | 1400 x 1800 x 2500 |
| PN-1210002A/B | 1500 | 1400 x 1800 x 2500 |
| PN-1210003A/B | 1500 | 1400 x 1800 x 2500 |
| PN-1210004A/B | 1500 | 1400 x 1800 x 2500 |
| PN-1210005A/B | 1500 | 1400 x 1800 x 2500 |

|  |  |  |  |
| --- | --- | --- | --- |
| PN-1210011A | Electrical Intelligent Completion (CI-e)/  DownHole Safety Valve-Electrical (DHSV-e) | 400 | 1400 x 900 x 2200 |
| PN-1210011B | 400 | 1400 x 900 x 2200 |
| PN-1210011C | 400 | 1400 x 900 x 2200 |
| PN-1210011D | 400 | 1400 x 900 x 2200 |
| PN-1210011E | 400 | 1400 x 900 x 2200 |
| PN-1210011F | 400 | 1400 x 900 x 2200 |
| PN-1210011G | 400 | 1400 x 900 x 2200 |
| PN-1210011H | 400 | 1400 x 900 x 2200 |
| PN-1210011J | 400 | 1400 x 900 x 2200 |
| PN-1210011K | 400 | 1400 x 900 x 2200 |
| PN-1210011L | 400 | 1400 x 900 x 2200 |
| PN-1210011M | 400 | 1400 x 900 x 2200 |

Table 2 – Equipment supplied by BUYER for transportation by SELLER

2.2.5 – Further details regarding equipment in item 2.2.4 (Table 2) shall be found in I-MD-3010.2D-1200-800-P4X-002 – AUTOMATION AND CONTROL SYSTEM – SCOPE DEFINITION, I-ET-3010.2D-1200-850-P4X-001 – SPECIAL MONITORING SYSTEMS, I-ET-3000.00-5529-850-PEK-001 – Rigid Riser Monitoring System (RRMS) and, delivered by BUYER in the Exhibit II – BASIC DESIGN.

2.2.5.1 – SELLER shall supply INFRASTRUCTURE FOR PRM SYSTEM ON A SPREAD MOORING FPSO accordingly to I-ET-3010.2D-5524-941-P54-001 and EXHIBIT II – BASIC DESIGN.

### 2.2.6 – SELLER shall provide facilities for access and handling on Module 17 in order to install Subsea Equipment Control Panels. The installation of such Panels falls within SELLER’s Scope of Supply and shall take place during both the integration and offshore phases.

### 2.2.7 –BUYER shall confirm all information related to riser system when issuing the Effective Date.

## 2.3 – Certification and Classification

### 2.3.1 – BASIC DESIGN Class Certification is under BUYER’s responsibility.

## 2.4 – Commissioning

### 2.4.1 – BUYER’s responsibility shall be in accordance with Exhibit VIII - DIRECTIVES FOR COMMISSIONING.

## 2.5 – Mooring

### 2.5.1 – BUYER will be responsible for the Mooring Analysis, design certification and procurement of mooring lines, anchors/torpedoes and other mooring components (including spares), pre-installation and hook-up and any other anchorage equipment on seabed. BUYER will also be responsible for the mooring of the unit at the final location.

## 2.6 – Logistics During the Offshore Phase

2.6.1 – BUYER will be responsible for the transportation of all necessary materials, equipment and tools from BUYER’s onshore base to the UNIT at the offshore final location and vice versa. The materials, equipment and tools shall be delivered packed and unitized in containers at BUYER’s onshore base without additional cost to BUYER. Where applicable, after the transportation of equipment and tools, containers shall be made available at BUYER’s onshore base for SELLER to collect, without additional cost to BUYER.

### 2.6.2 – BUYER will be responsible for the helicopter transportation of SELLER’s personnel from BUYER’s onshore base to the UNIT in Brazilian jurisdictional waters. Insurance coverage for such transportation shall be provided and borne by SELLER.

### 2.6.3 – BUYER will supply lodging and meals free of charge for SELLER’s personnel on board the UNIT to the same standard as that offered to BUYER’s employees.

### 2.6.4 – BUYER will guarantee a minimum of 60 places on board the UNIT for SELLER’s personnel responsible for commissioning and other planned activities during the offshore phase.

## 2.7 – Builder’s Risk Insurance

### 2.7.1 – BUYER will be responsible for providing the Builders’ Risk Insurance, in accordance with Exhibit XII – INSURANCE REQUIREMENTS.

## 2.8 – Additional Items

### 2.8.1 – All risers to be tied will be supplied by BUYER

### 2.8.2 – BUYER will be responsible for pull-in operations with SELLER support, for the wells described on item 5.5.7 of Exhibit IV – DIRECTIVES FOR PRODUCT FABRICATION. SELLER shall provide manpower (including personnel from the equipment vendor according to Appendix I, SOP 5268 - PULL IN / PULL OUT STATION of Exhibit VIII – Directives for Commissioning), materials, equipment and consumables.

### 2.8.3 – BUYER will provide divers or ROV (Remote Operated Vehicle), if necessary, for pull-in operations and all other necessary operations under BUYER'S responsibility after Handover.

# 3 – SELLER’s SCOPE OF SUPPLY

## 3.1 – General

3.1.1 – All Scope described in the Agreement and its Exhibits shall be priced on a Lump Sum basis as per Price Schedule “A”.

3.1.2 – The Scope of Supply, on a Lump Sum price basis, according to the Price Schedule “A” of the Agreement, includes, but is not limited to:

* Analysis and verification of the technical accuracy and consistency of the documentation delivered by BUYER and referenced in Exhibit II – Basic Design
* Detailed Engineering
* Project Management for each section of the Scope of Supply in each main Site of modules construction, hull construction and integration.
* Procurement
* Hull Fabrication, Assembly, Erection, Transportation, Lifting, Hull Wharfage, Tie-ins and Installation
* Modules Fabrication, Assembly, Erection, Transportation, Lifting and Installation
* Integration works Spares and Tools, as required in the Agreement
* Preservation, Pre-Commissioning, Commissioning and Vendors Technical Support both onshore and offshore
* Certification and Classification
* UNIT transportation from the Integration Yard to the offshore final location in Brazil
* Customs clearance and regulatory inspections
* Insurance
* Applicable permits

The description of items in the Lump Sum Price Schedule and Price Schedule are intended for identification only and do not exhaustively detail every Work activity, service and/or component. The description of items must be read in conjunction with the Scope of Supply and the technical Specifications. Work and Materials not described separately, but necessary for the completion of the Work under the agreement, are deemed to be included in the items listed above. No Claim, Requests for Adjustment or submission for additional costs shall be accepted on the grounds of the SELLER's failure or inability to price an item of Work identifiable or inferred from the Scope of Supply or the technical specifications but not specifically identified within the Price Schedules.

3.1.3 – SELLER shall execute and control SELLER’s Scope of Supply, throughout all phases of the Agreement, and this will include all activities performed by any vendor, supplier, and Subcontractors, based on the requirements of the Agreement and its Exhibits.

3.1.3.1 – SELLER shall have or subcontract, facilities and a complete team in Brazil to be able to carry out the SELLER’s scope, including detail design solutions. SELLER shall have or subcontract warehouse and workshops in Brazil during offshore phase.

3.1.3.2 – During offshore phase, SELLER’s contract manager and his team shall be in Brazil.

3.1.4 – Not Applicable

3.1.4.1 –Not Applicable.

3.1.4.2 –Not Applicable

3.1.5 – All documents required by Local Authorities, Classification Society, Marine Warranty Surveyor, Regulatory Entities, Flag Authorities and Insurance Company shall be issued, prepared, provided and delivered by SELLER to the BUYER.

3.1.6 – SELLER shall be responsible for making feasible all inspections by authorities necessary to secure the Customs clearance of the UNIT, as per Brazilian Customs requirements, and shall obtain all licenses and authorizations required by the Classification Society and the Flag and Brazilian Authorities. SELLER shall provide all material and manpower necessary to clear punch list items arising from inspections by authorities.

3.1.7 – SELLER shall be responsible for the importation of the equipment supplied by BUYER upon their custody transfer and for the exportation of the UNIT to BUYER prior to its transportation to the offshore final location, as per Brazilian Customs regulations. Regarding the equipment supplied by BUYER its installation, interconnection and commissioning fall within SELLER’s Scope of Supply, with BUYER/Vendor supervision.

3.1.7.1 – SELLER shall bear all costs to withdraw the equipment supplied by BUYER from the respective DAC, as per Brazilian Customs regulations.

3.1.8 – Additional scope may be requested by BUYER to cover Project Modifications approved by BUYER that are not SELLER’s original Scope of Supply. Such scope shall be under the requirements stated on Exhibit XIV – CHANGE ORDER PROCEDURES.

3.1.9 – BUYER, at any time, may request SELLER to remake any scope, or a part of it, without additional costs to BUYER, whenever the service is not performed in accordance with the standards and requirements stated in Exhibit VII – DIRECTIVES FOR QUALITY ASSURANCE SYSTEM, basic design, engineering design and construction drawings approved by BUYER and Classification Society.

3.1.10 – SELLER shall implement, at its own cost, all necessary actions to mitigate impacts in the performance of works due to adverse weather conditions and their consequences as specified in the Agreement and its Exhibits.

3.1.11 – SELLER shall grant free access and support to the Shipyard and its subcontractor and its vendors for BUYER representatives to perform audits and technical inspections related to this project.

3.1.12 – SELLER shall be responsible, whenever required by BUYER, to support execution of scope in its job sites by third party companies, during the time of the execution of the scope related to this Agreement, with no impact in contract price to BUYER.

## 3.2 – Product Development

### 3.2.1 – SELLER shall execute the Detailed Engineering for the UNIT in accordance with the Exhibit III - DIRECTIVES FOR PRODUCT DEVELOPMENT. The UNIT shall be designed, constructed, equipped and completed in accordance with the provisions of the Agreement and Exhibits thereto. All of the activities undertaken in the construction of the FPSO shall be carried out by SELLER in a good, sound and workmanlike manner in accordance with the Agreement and first-class shipbuilding standards and industry best practices for the construction and outfitting of floating production, storage and offloading facilities similar to the UNIT. SELLER’s lump sum for engineering activities shall include, but not be limited to, the following:

### 3.2.1.1 – SELLER shall carry out analysis and verification of the technical accuracy and consistency of the documentation delivered by BUYER and referenced in Exhibit II – Basic Design, in accordance with the Exhibit III – DIRECTIVES FOR PRODUCT DEVELOPMENT.

### 3.2.1.2 – SELLER shall execute the HAZOP and PHA Studies, risk analysis, HSE studies and any other required studies, including those related to materials and equipment provided by the BUYER, as defined in the Exhibit III - DIRECTIVES FOR PRODUCT DEVELOPMENT.

### 3.2.1.2.1 – Any change or corrective action indicated in the HAZOP, PHA, risk analysis and HSE studies shall be incorporated to the Detailed Engineering Design and all field modifications shall be implemented as part of SELLER’s Scope of Supply. After execution of the safety studies, any design changes that impact these studies shall trigger additional safety studies and these new recommendations shall be implemented and documented. The management of safety studies changes shall comply with EXHIBIT III - DIRECTIVES FOR PRODUCT DEVELOPMENT. All design changes from safety studies recommendations or results are within SELLER’s Scope of Supply.

3.2.1.2.2 –SELLER shall be responsible for the management and control of any design changes, keeping traceable and auditable all documents related to them, including design, procurement and inspection reports, which shall be considered as evidence of the implementation of the changed Scope.

### 3.2.1.3 – SELLER shall hold design review sessions with the participation of BUYER in order to verify, clarify and solve issues found throughout the progress of the project. Design review sessions shall comply with EXHIBIT III – DIRECTIVES FOR PRODUCT DEVELOPMENT. All design changes requested by BUYER due to detailed engineering design faults shall fall within SELLER’s Scope of Supply.

### 3.2.1.4 – SELLER shall provide and conduct all required technical studies, analysis and tests, according to the Classification Society requirements, Applicable Laws, Flag Authority and Brazilian Governmental Authorities.

### 3.2.1.4.1 – All changes deriving from Applicable Laws and Standards, and detailed design requirements of the Classification Society, the Flag Authority and Governmental Authorities, shall be included in the SELLER’s Scope of Supply, at SELLER’ sole cost.

### 3.2.1.5 – SELLER shall be responsible for the technical management of subcontractors and equipment manufacturers, including technical bid evaluations, vendor drawings, specifications and procedures verification and data books issuance verification and coordination.

### 3.2.1.5.1 – The technical documentation of the equipment supplied by BUYER will be forwarded to SELLER for informational purposes.

### 3.2.1.6 – The issuance of construction drawings (shop drawings), including the spools fabrication drawings for all disciplines to BUYER, is within SELLER’s Scope of Supply.

### 3.2.1.7 – Regarding the equipment supplied by SELLER, the equipment dimensions and utilities requested as described in BASIC DESIGN documentation shall be considered preliminary information. It is SELLER’s responsibility to consolidate and verify or modify (as appropriate) these equipment interfaces. SELLER shall update such information during detailed engineering design and shall take it into consideration and act upon it during all activities under this Agreement.

### 3.2.1.8 – SELLER shall control all field modifications and issue to BUYER the as-built drawings in electronic files for all technical documents. If the construction was performed without any changes to the design, SELLER shall issue a new revision, for As-Built purpose.

### 3.2.1.9 – SELLER shall maintain an engineering team with experts for each discipline for the duration of this Agreement, in order to provide the complementary engineering scope required by the Agreement and to support the fabrication and commissioning phases.

### 3.2.1.10 – All documents, including as-built documents, manuals, data-books, Classification Society approved documents and all documents issued by Vendors shall be organized and delivered on electronic files, according to the Exhibit III - DIRECTIVES FOR PRODUCT DEVELOPMENT.

### 3.2.1.11 – SELLER shall prepare and keep updated a complete three–dimensional scale model of the entire UNIT, as described in the Exhibit III – DIRECTIVES FOR PRODUCT DEVELOPMENT.

### 3.2.1.12 – SELLER shall contract the Safety Studies and Electrical Studies related to the UNIT as described in the Exhibit III – DIRECTIVES FOR PRODUCT DEVELOPMENT. The implementation of all recommendations derived from these studies shall be part of the SELLER’s Scope of Supply and is included in the Lump Sum price.

3.2.2 – All technical documents, including the 3D Model and databases produced by SELLER under this Agreement, shall be BUYER’s property.

## 3.3 – Acquisitions

### 3.3.1 – SELLER shall procure and supply all equipment, materials and consumables for the UNIT required to carry out the Scope of Supply (except for those explicitly defined as BUYER’s Responsibility and detailed on Section 2 hereinbefore) according to Exhibit V – DIRECTIVES FOR ACQUISITIONS.

### 3.3.2 – SELLER shall supply equipment and materials from suppliers and Vendors according to Exhibit V – DIRECTIVES FOR ACQUISITIONS. SELLER shall ensure that all vendors / suppliers follow BUYER General Painting Technical Specification (I-ET-3010.00-1200-956-P4X-002) when fabricating / supplying their equipment and / or material.

3.3.3 – SELLER will be responsible for supplying Capital Spares for the equipment defined in Table 3 (Capital Spares List).

|  |  |  |  |
| --- | --- | --- | --- |
| Capital Spares List | | | |
| Item | Process Centrifugal Compressors | Vapor Recovery Unit Compressors | Turbogenerators |
| Capital Spare to be supplied by SELLER | One (01) cartridge bundle assembly according to API 617 latest edition per each compressor casing, per service. | One (01) complete compressor including casing and internals per each stage | two (2) gas turbine (if PT is aeroderivative) or gas generator (if PT is heavy duty industrial). |
| One (01) spare set of gear rotors, if applicable, per service. | One (01) spare set of gear rotors, if applicable | One (01) spare set of gear rotors, if applicable. |

Table 3 – Capital Spares List

3.3.3.1 – SELLER shall store and preserve the Capital Spares, according to vendor’s recommendations, from the time of their reception at the job sites until their delivery to BUYER.

3.3.3.2 – SELLER shall use the UNIT to transport the Capital Spares from the job site where integration is carried out to Brazil, in the event that such integration takes place outside Brazil. For the purposes of the export process of the UNIT, the UNIT Inventory shall include the Capital Spares.

3.3.3.3 – The transport of Capital Spares from the UNIT to onshore base is BUYER responsibility according to item 2.6.1 of this Exhibit, the onboard facilities shall be used by BUYER to unload the Capital Spares from the UNIT and load them to supply vessel(s). SELLER is responsible for handling the Capital Spares onboard the UNIT and place them on laydown area. BUYER is responsible for unpacking the Capital Spares for final inspection at the onshore base SELLER shall be available for jointly Inspection.

3.3.3.4 – All costs related to transportation and customs clearance are included as part of SELLER’s Scope of Supply.

### 3.3.4 – SELLER shall also be responsible for procuring all temporary materials such as joints, gaskets, unions, additional supports, dummy spools, drain and vent valves and other materials needed for hydrostatic tests, as well as all other materials deemed necessary for construction, assembly, inspections and commissioning.

### 3.3.5 – SELLER shall provide commissioning spare parts, special tools and consumables required for preservation, commissioning, pre-operation and start-up of the systems, as described in Exhibit VIII – DIRECTIVES FOR COMMISSIONING and Exhibit V – DIRECTIVES FOR ACQUISITIONS.

### 3.3.6 – Equipment and materials within SELLER’s Scope of Supply shall have their design and fabrication duly certified by the Classification Society, whenever required.

### 3.3.7 – SELLER shall provide complete Data Books for all equipment and materials within SELLER’s Scope of Supply. The equipment documentation as well as the Data Books shall be submitted to BUYER for approval and shall comply with the description stated in Exhibit VII – DIRECTIVES FOR QUALITY ASSURANCE SYSTEM and Exhibit III - DIRECTIVES FOR PRODUCT DEVELOPMENT and Exhibit V – DIRECTIVES FOR ACQUISITIONS.

### 3.3.8 – SELLER shall provide training to BUYER personnel as described on Exhibit VIII – DIRECTIVES FOR COMMISSIONING, Exhibit V – DIRECTIVES FOR ACQUISITIONS and Exhibit III – DIRECTIVES FOR PRODUCT DEVELOPMENT, before the Unit handover.

### 3.3.9 – SELLER shall be responsible for the custody, security, safeguarding and preservation of all materials and equipment supplied by BUYER.

### 3.3.10 – SELLER shall implement and maintain material traceability according with the requirements described in Exhibit V – DIRECTIVES FOR ACQUISITIONS and I-ET-3010.00-1200-978-P4X-005 Requirements for Materials Traceability.

## 3.4 – Modules Fabrication, Assembly, Erection, Transportation, Lifting and Installation

### 3.4.1 - All Modules fall within SELLER’s Scope of Supply:

1. M-01 FLARE SYSTEM
2. M-02 CO2 COMPRESSION
3. M-04 CO2 REMOVAL
4. M-05 MAIN GAS COMPRESSION
5. M-05B VRU SYSTEM
6. M-06 GAS DEHYDRATION, FUEL GAS AND HCDP
7. M-07A INJECTION AND EXPORT COMPRESSION
8. M-07B INJECTION AND EXPORT COMPRESSION
9. M-09 PIG LAUNCHERS/RECEIVERS AND PRODUCTION & INJECTION MANIFOLDS
10. M-10A OIL PROCESSING AND WELL SERVICE
11. M-10B PRODUCED WATER TREATMENT
12. M-10C OIL PROCESSING
13. M-11 WATER INJECTION AND SULPHATE REMOVAL UNIT
14. M-12 POWER GENERATION
15. M-13 POWER GENERATION
16. M-13B POWER GENERATION
17. M-14 CHEMICAL UNITS, PRODUCTS STORAGE AND UTILITIES
18. M-15 UTILITIES
19. M-15B UTILITIES AND HULL GENERATION
20. M-16 LAYDOWN AREA
21. M-17 AUTOMATION AND ELECTRICAL
22. FLT FLARE TOWER

### 3.4.1.1 – In the event that Seller subcontracts the fabrication, erection and assembling of Modules, SELLER shall submit to BUYER for approval a complete description of the technical and financial capabilities of the subcontractor(s), which shall include but not be limited to: yard lay-out and facilities, organization chart, Quality Control System, list of similar works contracted (portfolio) and any other information deemed necessary and requested by BUYER.

### 3.4.2 – SELLER shall perform the fabrication, construction, assembly, erection, NDT, painting, and weighting of the structures and modules, including the laser dimensional control and topographic leveling of the Modules and additional structures.

### 3.4.3 – In the event that the fabrication, erection and assembling of the Modules is subcontracted, SELLER shall mobilize one or more Module construction Yards with sufficient erection and support areas and access to the sea, with appropriately sized facilities for load-out/load-in or for lifting the Modules on transportation barges or vessels.

### 3.4.3.1 – The Module construction Yards, Hull construction Yards and Integration Yards shall have proper lifting equipment, with easy access to both opposite sides of the Modules and in an adequate amount and type to support all construction and assembly activities with the necessary productivity to achieve the contractual project schedules. In case of low productivity caused by insufficient number of cranes, BUYER at its sole discretion may require that additional cranes, SELLER shall provide these cranes and SELLER shall bear any incremental costs arising therefrom.

### 3.4.3.2 – Besides the lifting equipment, the Module Yards shall have proper facilities, such as appropriately equipped workshops, pipe-shops, painting and blasting cabins, warehouses and other facilities.

### 3.4.4 – The Modules shall be mechanically completed and pre-comissioned at the Module construction Yards, before their transportation to the Integration Yard.

### 3.4.5 – Transportation, Lifting and Installation of Modules.

### 3.4.5.1 – SELLER is responsible for the transportation of the Modules or any other loose item of the Topsides from their Construction Yards to the Integration Yard, as well as for their load in, or lifting directly onto the Hull.

### 3.4.5.2 – The load out of the Modules on barges or vessels and their transportation to the Integration Yard is within SELLER’s Scope of Supply. SELLER shall provide the barges or vessels, all design related to sea-fastening, grillage, barge or vessel reinforcements, and Marine Warranty Surveyor approvals. SELLER shall also provide all equipment, materials and any other means necessary for the load out, sea-fastening and transportation of the Modules, including any other naval resources and all necessary Licenses.

3.4.5.2.1. SELLER shall be familiar with all requirements of the designated Marine Warranty Surveyor’s requirements in respect to the load-out, tie-down and transportation of the modules and also with respect to all marine activities in relation to the barges/transportation vessels.

3.4.5.2.2 – SELLER shall comply with any relevant merchant shipping legislation.

3.4.5.2.3 – SELLER shall notify BUYER promptly in writing of any damage to, or loss of, components of the Modules. The cost of repair or replacement of such damage or loss shall be borne by SELLER.

### 3.4.5.3 – SELLER shall monitor the Weight and Center of Gravity of the Modules throughout the construction and assembly phases. Before their load out or lifting, SELLER shall perform a weighing measurement of the Modules, informing the respective final Weight in a Weight and Center of Gravity Report to be provided to BUYER, Classification Society and Marine Warranty Surveyor, for analysis and approval.

### 3.4.5.4 – Before the load out operation, and in order to release them, SELLER shall:

3.4.5.4.1 – Analyze the last Classification Society survey report of the barge or vessel in dry condition and, in the event that the Classification Society which prepared that report has changed, SELLER shall also analyze the Class Change documentation.

3.4.5.4.2 – Analyze the last Classification Society survey report of the barge or vessel in wet condition (floating) and, in the event that the Classification Society which prepared that report has since changed, SELLER shall also analyze the Class Change documentation.

3.4.5.4.3 – Check the barge or vessel structural calculation to ascertain whether the barge or vessel can handle the Module being loaded on it.

3.4.5.4.4 – Check the Bollard Pull calculation for the tugboats.

3.4.5.5 – SELLER shall hire a third-party company to undertake, by means of diver, a visual inspection of the barge, or hull of the vessel to be employed in the transportation of the Module, in order to verify the hull or barge integrity. The corresponding visual inspection report shall be issued to Marine Warranty Surveyor and BUYER for comments.

3.4.5.6 – Additionally, in the event of transportation by means of a barge:

3.4.5.6.1 – SELLER shall verify the integrity and corrosion conditions of the welds, especially bottom junctions, and including junctions between the bottom and the bulkheads both internally and externally.

3.4.5.6.2 – The tugboat must have a Data Logging System for acquisition and storage (minimum of 45 days) and shall make data and information available, via software compatible with MS Office, including but not limited to:

* Fuel conditions (consumption and ROB – Remaining On Board)
* Position, speed and course of the vessel provided by the Reference Satellite Position Systems (recording rate of one position per second)
* All weather and environment conditions (wind, current, wave, etc.)
* Tugboat Speed
* Tugboat movements (roll, pitch, heave)
* Towing distances (gone and to go)
* Towing line tension

### 3.4.5.7 – For all transportation operations involving the Modules, SELLER shall submit a Transportation Plan for approval by BUYER and Marine Warranty Surveyor, which shall include but not be limited to the following documents and items:

### 3.4.5.7.1 – Location of all transported items on the barge or vessel.

### 3.4.5.7.2 – Engineering design, and supply of all required load spread bars, guides and bumpers, tie-downs and sea fastenings and methods of sea fastening removal.

### 3.4.5.7.3 – Load out procedure report, including a ballasting procedure as well as a contingency plan in the event of breakdown or failure of mechanical equipment.

### 3.4.5.7.4 – Load out analysis report, including calculations showing the adequacy of elements of load out procedure and system, including skidways and barges or vessels structures.

### 3.4.5.7.5 – Stability analysis.

### 3.4.5.7.6 – Inventory list of all items to be loaded out.

### 3.4.5.7.7 – “Bills of Lading” in triplicate originals, for all Materials and Equipment supplied at load out, to be issued before the loading.

### 3.4.5.7.8 – Lift analysis report, including calculations showing the adequacy of elements of both the load out procedure and system, including skidways and barges or vessels structures.

### 3.4.5.7.9 – Transportation analysis report, including calculations demonstrating that the Modules can be safely transported over the planned route and Marine transportation manual, sea-keeping criteria, and tow hawser.

### 3.4.5.7.10 – The transportation procedure report shall include the relevant information on schedules, barges, vessels, tugs and any other related equipment, emergency procedures and contingency plans, risk analysis, anchoring and mooring facilities, stand by and support vessels, tow program, weather forecasting plans, safety refuge plan, navigation aids, lighting, etc.

### 3.4.5.7.11 – Health, Safety and Environment transport issues planned for the route to the Integration Site.

### 3.4.5.7.12 – Vessel surveys.

3.4.5.8 – SELLER shall issue a daily report with the location and weather conditions during the transportation of the Modules.

### 3.4.5.9 – SELLER shall lift and install the Modules from the transportation barges or vessels onto the Hull or from the Integration Yard onto the Hull. In case the lifting works are subcontracted, SELLER shall present the respective contract for BUYER approval at least three hundred (300) days prior to the execution of the lifting works, as per the detailed Project Schedule.

### 3.4.5.10 – SELLER shall submit detailed Lifting Plans to BUYER and Marine Warranty Surveyor for their approval.

### 3.4.5.11 – The Lifting Plans shall comprise drawings, specifications and procedures including at least the following items:

* Lifting Vessel/Support Vessel Positioning
* Lifting Devices
* Lifting Vessel Ballast and Mooring Systems to be used during the operation
* Dimensional Controls and Checks
* Lifting Sequence and Procedure
* Risk assessments and recommended actions to Minimize Possible Damages
* Weather Contingency
* Safety
* Detailed rigging plan
* Structural analysis for all items involved on the operations (including, but not restricted to, spreader-bars, padeyes, modules, hull, supports, guides and bumpers)

### 3.4.5.12 – Seller shall cause the Marine Warranty Surveyor to issue a certificate to BUYER stating that all marine operations are approved, including all on-hire surveys of lifting vessels, cranes, barges, vessels, tugs and other facilities.

### 3.4.6 – SELLER shall also perform the stability analysis for the Hull during the installation of the Modules on board, using a procedure to be approved by all three of BUYER, Classification Society and Marine Warranty Surveyor in compliance with the related technical documentation.

### 3.4.7 – SELLER shall provide the Data Books for all Modules, including commissioning certificates and test reports.

3.4.8 – SELLER shall carry out all necessary mobilization and demobilization and transportation of personnel and Equipment required for the Scope of Supply execution and shall bear and pay all mobilization/demobilization costs (packing, freight, clearing/forwarding fees and similar expenses) in respect thereof.

3.4.9 – SELLER shall provide and pay for the transportation of its own personnel from point of origin to all Sites and vice versa and all logistic assistance and related costs.

3.4.10 – Proper sea freight packing necessary for the transportation of Equipment and Materials to the Sites shall be the full responsibility of SELLER.

## 3.5 – Hull Fabrication, Assembly, Erection, Transportation, Preservation, Pre-Commissioning, Commissioning and Tests

### 3.5.1 – SELLER’s Scope of Supply shall include, but not be limited to, the following:

### 3.5.1.1 – Fabrication, assembly, and erection of the entire Hull, pre-commissioning and commissioning, as per Basic Design, Data Base and Exhibit III – DIRECTIVES FOR PRODUCT DEVELOPMENT, in accordance with Exhibit IV – DIRECTIVES FOR PRODUCT FABRICATION.

### 3.5.1.2 – SELLER shall perform weight and center of gravity control for the Hull, which will also include all equipment supplied by BUYER, if any, from the beginning of the design phase and up to the delivery of the Hull to integration yard, as stated in the Exhibit III – DIRECTIVES FOR PRODUCT DEVELOPMENT.

### 3.5.1.3 – With regard to module M-15B UTILITIES AND HULL GENERATION, SELLER shall carry out all fabrication, erection, assembling, integration and execute commissioning activities at the same shipyard as that used for Hull construction.

3.5.1.3.1 – Module M-15B's design shall be part of the hull detail design.

### 3.5.2 – To the fullest extent that is technically feasible, SELLER shall preserve, pre-commissioning and commissioning the Hull Equipment and systems at the Hull Construction Site. The preservation, pre-commissioning and commissioning of the Hull shall be performed in accordance with Exhibit VIII – DIRECTIVES FOR COMMISSIONING.

### 3.5.3 – SELLER shall be responsible for the transportation of the Hull from the Hull Construction Site to the Integration Yard and for the berthing at the integration quay, according to a Transportation Plan that shall have been previously submitted to BUYER and Marine Warranty Surveyor for their approval.

### 3.5.3.1 – SELLER shall be responsible for all necessary dredging works to enable the Hull transportation and berthing.

3.5.3.2 - SELLER shall control the Hull overall weight including all necessary consumables and temporary weights in order to avoid Hull draft figures that exceed the maximum acceptable shipyard navigation channel drafts.

3.5.3.2.1 – SELLER shall present updated bathymetric (depth level) data in every point the FPSO Hull berths to ensure minimum draft level clearance during construction and integration activities.

3.5.3.3. If SELLER decides to transport the Hull from the construction shipyard to the integration shipyard with the ballast system not completed, SELLER shall provide a temporary ballast system for water ballast control and management in international waters, in accordance with applicable IMO resolutions.

3.5.3.4 - SELLER shall provide the Data Books for Hull, including commissioning certificates and test reports.

### 3.5.4 – During the integration works, the Hull shall be in a lay-up condition and shall be kept in such condition until its transportation to the final location. SELLER shall undertake that the amount of bilge, oily water, distilled water and other fluids accumulated during the wharfage period are to be kept to the minimum amount possible.

3.5.5 – SELLER shall berth the Hull at a proper quay with facilities that allow the integration works of the UNIT, as per the requirements of this Exhibit I and in accordance with the Contractual Time Schedule and other contractual documents. The quay shall be authorized (by a Brazilian Port Authority, if located in Brazil), for berthing the Hull. Features shall include adequate cranes and all necessary support equipment for the full execution of the Scope of Supply. Wharfage shall be carried out until the transportation of the UNIT to the offshore final location.

### 3.5.6 – SELLER must provide at least two (2) Hull/FPSO independent access routes. Each one with sufficient width space for at least two (2) people access/exit at the same time. Each access for the Hull/FPSO must comply with Shipyard own regulation and applicable external regulatory authorities. SELLER must consider power supply, fresh water, firefighting water, and any other resources required for this scope.

### 3.5.6.1 – Each access shall have two independent stairs, one for entrance and another to exit.3.5.6.2 - SELLER must assure permanent and clear access to the Hull/FPSO and project related facilities for BUYER representatives and assigned subcontractors (i.e., Classification Society).

### 3.5.7 – SELLER shall provide all necessary scaffolding, loading, safety and all necessary auxiliary equipment to support the activities.

### 3.5.8 – SELLER shall define the location of the interconnection facilities on board the Hull, in such a way that the maximum period for their re-establishment after any shifting of the Vessel during the berth at the quay shall not be longer than two (2) days.

### 3.5.9 – SELLER shall provide spacers and bumpers to be installed between the Hull and the quay, in order to avoid any damage to the existing Hull structural appendices.

### 3.5.10 – SELLER shall be responsible for monitoring berthing lines, and for taking appropriate measures in response to changes in the weather and tides changes. While the Unit is at the Shipyard, all berthing lines shall be provided by SELLER. The Mooring plan for the Unit shall be approved by Classification Society, the Marine Warranty Surveyor and BUYER. SELLER shall provide approved mooring plans for other adjacent hulls/vessels/platforms. SELLER shall also provide a contingency plan to be applied in the event of an incident involving units adjacent to the Unit.

3.5.10.1 SELLER shall present valid certificates of temporary mooring lines and berthing lines, and all mooring equipment and accessories, whether on the unit (bollards, eyebolts, chocks) or on the pier (bollards, fenders, spacers) properly marked with their SWL (Safe Working Load).

3.5.10.2 BUYER may also request SELLER to report lines' certificates and safety conditions of vessels near FPSO due to eventual risk mitigation assessment.

3.5.10.3 In case BUYER assessment consider temporary mooring and berth lines in unacceptable conditions accordingly to OCIMF - Mooring Equipment Guidelines, such lines must be replaced by SELLER with no additional cost to this Agreement.

3.5.10.4 While the Unit is at the Shipyard, all berthing lines shall be periodically inspected and exchanged accordingly to OCIMF - Mooring Equipment Guidelines.

3.5.10.5 If there is more than one vessel berthed within the Shipyard at any point throughout the integration phase, SELLER shall submit to BUYER its’ approved by any Marine Warranty Surveyor mooring plans for these other adjacent hulls/vessels/platforms.

3.5.11 – SELLER shall supply line handlers, tugboats, and crews for any shifting of the Hull/UNIT in, out, or within the Shipyards at their own cost. All marine operations shall be approved by a Marine Warranty Surveyor duly approved by BUYER. In the event that there is more than one vessel berthed within the Shipyard at any point throughout the integration phase, SELLER shall submit to BUYER for approval the layout of the other vessel(s), showing their respective positions and possible options for their shifting in the event of necessity.

### 3.5.12 – BUYER representative is entitled to reject any dockage either at the same quay occupied by, or alongside of, another vessel in which open blast activities are being carried out.

### 3.5.13 – SELLER shall take all necessary precautions to protect the Hull, MODULES AND UNIT, in every way, from fire, looting and pillage, and shall ensure the safe inspection and monitoring of all activities involving the Hull, MODULES AND UNIT. The Shipyard shall provide fire watch, portable fire extinguishers, temporary fire ring onboard and ensure enough main pressure from ashore, and any other proper measures required for fire protection. During the performance of hot-work activities, it shall be mandatory to provide a fire watch in the vicinity of the works. In addition, SELLER shall implement and maintain a functional security plan onboard the HULL and UNIT and provide security watchmen for the Hull and for UNIT 24 hours a day, 7 days a week.

### 3.5.14 – The Hull shall be grounded, using cables of suitable size.

### 3.5.15 – SELLER shall also install oil spill barriers around the Hull throughout the whole term of this Agreement.

### 3.5.16 – SELLER shall design, fabricate, supply, install and certify all the structural elements and devices necessary for towing. Towing procedures calculation and approval by Marine Warranty Surveyor are also included within SELLER’s Scope of Supply.

### 3.5.17 – SELLER shall satisfy all requirements specified and recommendations issued by the Local Port Authority (Capitania dos Portos - Marinha do Brasil, if in Brazil), environmental authorities and other governmental authorities, necessary to carry out all marine operations in or around its quay.

## 3.6 – Integration

### 3.6.1 – General

### 3.6.1.1 – SELLER shall perform all necessary fabrication, construction and assembly activities in order to install, connect and test all equipment and Modules, including the foundations for the equipment supplied by BUYER, as necessary.

### 3.6.1.2 – SELLER shall provide Yard cargo handling able to serve the UNIT from the bow to the stern along the entire breadth of the vessel throughout the whole of the integration period, in order to accomplish the contractual time schedule.

### 3.6.1.3 – SELLER shall provide all necessary facilities to make special lifts for cargo handling inside the Yard for the installation of Modules, equipment and/or packages on board of the UNIT.

### 3.6.1.4 – SELLER shall provide the installation of sufficient temporary tool shop and warehouse containers and toilets onboard of the Unit during the execution of the integration works.

### 3.6.1.5 – SELLER shall be responsible for providing adequate ways for the handling and storage onboard of the Unit the materials and consumables supplied loose by BUYER.

### 3.6.2 – Integration Works

### 3.6.2.1 – The following are included within SELLER’s Scope of Supply: interconnecting works related to structure, architecture, piping, electrical, automation and instrumentation, telecom, safety, naval, mechanical, HVAC, as well as painting, insulation, commissioning and tests:

1. Interconnection between all Modules
2. Interconnection between all Modules and Equipment
3. Interconnection between all Modules and the Hull

### 3.6.2.2 – SELLER shall perform the Weight Control for the UNIT throughout the execution of the Scope of Supply, preparing a Weight Control Report which shall be updated on a monthly basis, in order to reflect the assembly of new structures or piping, installation of new equipment, Modules and packages, and any other changes performed by SELLER.

### 3.6.2.2.1 – The Weight Control and the Weight Control Report shall be performed in accordance with the document I-ET-3000.00-1300-960-P4X-001 - WEIGHT CONTROL PROCEDURE, supplied by BUYER. SELLER shall issue a final LOADING CONDITION REPORT, before the Inclining Test, which will consider all variable and temporary loads (consumables, provisions, mooring, etc).

### 3.6.2.3 – SELLER shall perform the Lightweight Survey while the Unit is alongside the wharf, and after the whole Unit has been cleared of all debris, excess materials, tools and equipment, and all structural modifications and renewals have been done.

### 3.6.2.4 – SELLER shall perform the Unit inclining tests and shall provide all necessary resources for this purpose, including crew and pilot, and in accordance with the procedures approved by BUYER, Classification Society and Marine Warranty Surveyor. After approval, SELLER shall request to the Load Master Vendor that the Load Master Software to be made ready and fully operational before sail away. The execution of the Inclining Tests will allow the determination of the Unit lightweights and center of gravity, before transportation to the offshore final location.

### 3.6.2.5 – SELLER shall supply and install all materials necessary for the tow-out of the Unit to the offshore final location, ready for mooring and pull-in hook-up. All temporary materials shall be removed by SELLER after the completion of the mooring operation.

### 3.6.2.6 – SELLER shall provide, at the Shipyard, adequate means to store and handle the messenger and installation chains together with their respective fittings. SELLER shall provide a Customs Bonded Area (Entreposto Aduaneiro) for the storage of the installation chains.

3.6.2.7 – SELLER shall provide all equipment and consumables required in order to carry out the commissioning activities of the Unit systems in accordance with Exhibit VIII – DIRECTIVES FOR COMMISSIONING.

3.6.2.8 – SELLER shall receive, store and load in the Unit, and subsequently organize, all items provided by BUYER, including but not limited to, materials, tools, consumables, foodstuffs and catering material and equipment, before Unit transportation to the final location.

## 3.7 – Preservation, Pre-Commissioning, Commissioning, Tests, Pre-operation, support to Start-up and Operation Specialized Support

### 3.7.1 – Preservation, pre-commissioning, commissioning, tests, pre-operation, start-up and operation specialized support shall be performed in accordance with Exhibit VIII – DIRECTIVES FOR COMMISSIONING.

### 3.7.2 – SELLER shall provide all facilities, equipment, materials, manpower, consumables, spare parts and special tools, replacement parts, utilities (including electrical power), load banks for all generators / turbo generators tests, electric cables, interconnections, instrument air, potable water, Diesel , lubricants, chemicals and all other necessary items, except for those items explicitly defined as falling under BUYER’s responsibility, in order to comply with the SELLER’s Scope of Supply for commissioning, as detailed in the Exhibit VIII – DIRECTIVES FOR COMMISSIONING.

### 3.7.2.1 – SELLER shall provide qualified personnel capable of supporting the commissioning activities trained with previous experience of all equipment and systems, including during the offshore phase.

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### 3.7.2.2 – SELLER shall plan its offshore activities, including both the scope of the offshore phase and the clearance process (if necessary) of the punch list carried over from previous phases, taking into account that 60 places on board the UNIT are to be guaranteed by BUYER for the use of SELLER’s personnel.

3.7.2.2.1 – SELLER shall have an onshore base on Brazil with the following facilities but not limited to, Offices, procurement team, engineering team, workshops and warehouse during offshore phase.

3.7.2.3 - Chemicals for operation, including initial charge, fall under BUYER’s responsibility. It is worth mentioning that the Process and Utilities Unit Packages, such as REFRIGERANT (HCDP Unit) and others of that type, the initial loadings, manpower and vendor assistances are under SELLER’s scope.

### 3.7.3 – SELLER shall be responsible for the preservation of the Unit and shall perform all the preservation and maintenance routines recommended by Vendors and BUYER, in accordance with Exhibit VIII – DIRECTIVES FOR COMMISSIONING.

### 3.7.4 – At the arrival and berthing of the Hull to the integration quaysides, SELLER shall provide the hibernation or preservation of every item of equipment and system for the duration of the Integration period.

### 3.7.4.1 – SELLER shall submit to BUYER for approval a Preservation Plan covering all equipment and systems, indicating those that shall be periodically operated, on the basis of the Preservation Procedures set out in the Vendors’ recommendations.

### 3.7.4.2 – As regards the accommodations systems, such as, Sewage, HVAC, Hot Water, Potable Water, Fresh Water among others, SELLER shall reactivate all systems and provide all necessary facilities in order to achieve the habitability of the UNIT in accordance with Exhibit VIII - DIRECTIVES FOR COMMISSIONING, Exhibit X – FACILITIES FOR BUYER’S REPRESENTATIVES and Appendix 1 of Exhibit XI - LUMP SUM PRICE DISTRIBUTION AND MEASUREMENT CRITERIA prior to the transportation to Brazil.

3.7.4.2.1 - Related to item HABITABILITY, SELLER shall provide, under the Lump Sum Price, onboard Hospitality Facilities, considering International Food meal supply and onboard preparation for 25% of UNIT POB (60 persons) during 45 days at lunch time and only 40 meals for dinner and breakfast time. This provision shall include kitchen utensils supply, bedding, and all items necessary for this scope execution. References for food provision are presented on ANVISA Resolução Nº 216.

3.7.4.2.2 - This test aims to reproduce unit operating at offshore and actions shall be taken to simulate real daily operation condition. This test shall be scheduled within the last 3 months before sail away, considering 24 hours operation of systems listed at appendix XI.

3.7.4.2.3 - During this test of living quarters simulating offshore conditions, SELLER shall provide all necessary resources and consumables, including fresh water, mineral water and food purchase, loading and unloading materials, collection and disposal service for organic and non-organic waste from the UNIT, in accordance with local laws and regulations (2 times a day), and others. Fresh water loaded at tanks UNIT, shall be chemical analyzed and approved according ANVISA requirements. SELLER shall also monitor and report water quality parameters daily (Resolução - RDC Nº 91 - 2016 and PRC 05/2017 Annex XX, NR-37).

3.7.4.2.4 - SELLER shall execute daily operations and report all cabins functionalities (showers, water tap, sanitaries, air conditioning, etc), laundry, cold chambers, during this period.

3.7.4.2.5 - SELLER shall prepare enough cabins for 40 people overnight.

3.7.4.2.6 - SELLER shall provide a janitorial and cleaning team available for all accommodation rooms, workshops, stores, and WC daily cleaning.

3.7.4.2.7 - Sanitary treatment shall be operational and overboard fluid shall be collected and/or disposed by SELLER following local laws and regulations. SELLER shall provide proper system maintenance during this period.

3.7.4.2.8 - SELLER shall present certificates (English language) for air conditioning and ventilation ducts cleaning, air quality, fresh water storage tank and pipelines cleaning, and pest control certificate, before these systems start. For reference SELLER shall verify ANVISA RDC Nº72, Resolução-RE Nº 09, Resolução RDC Nº52 – 2009.

3.7.4.2.9 - SELLER shall remove all fluids inside grey water tanks, grease tank, bilge and sludge tanks, clean and dirty slop tanks, before UNIT sail away.

3.7.4.2.10 - SELLER shall provide accommodation, workshop and warehouse, personal access control from this period until the sail away.

3.7.4.2.11 - More details about this scope and related requirement are described at I-MD-3010.2D-1200-970-P4X-001 - COMMISSIONING DESCRIPTIVE MEMORANDUM.

### 3.7.4.3 – SELLER shall submit a Reactivation Plan for the Hull systems to BUYER for approval.

### 3.7.5 – SELLER shall perform the complete pre-leak tests for all the systems of the Modules at the Module Yards and the final full leakage test after final interconnecting works at the Integration Yard, in accordance with the Exhibit VIII – DIRECTIVES FOR COMMISSIONING.

### 3.7.6 – SELLER shall carry out the cleaning of all systems in accordance with Exhibit VIII – DIRECTIVES FOR COMMISSIONING.

### 3.7.7 – SELLER shall conduct the functional running tests of all gas compressor trains during the integration phase, as described in Exhibit VIII – DIRECTIVES FOR COMMISSIONING.

### 3.7.8 – SELLER shall perform the Full Load Test on the Power Generators (Auxiliary, Emergency and Main Generators), including the supply, installation, and operation of the Load Bank, as described in Exhibit VIII – DIRECTIVES FOR COMMISSIONING.

### 3.7.8.1 - SELLER shall issue a Full Load Test procedure, which shall be submitted to the BUYER for release. The Full Load Test procedure shall reflect all requirements stated in the Exhibit VIII – DIRECTIVES FOR COMMISSIONING and the applicable requirements stated in the Classification Society Rules and Regulations.

### 3.7.9 – SELLER shall perform the NR-13 inspections and compile the corresponding dossiers on all resources and consumables in order to comply with all NR-13 requirements. SELLER shall estimate the quantity needed and supply the equipment spare gaskets in order to be replaced after NR-13 inspections.

### 3.7.10 – All NR-10 and NR-13 dossiers shall be delivered to BUYER, as described on the EXHIBIT IV – DIRECTIVES FOR PRODUCT FABRICATION, Exhibit VIII – DIRECTIVES FOR COMMISSIONING and I-ET-3010.00-1200-970-P4X-013 - Compliance with NR-13 and SPIE Requirements.

### 3.7.11 – SELLER shall perform inspection and provide the required documents for all equipment and piping under SPIE control, including equipment and piping not subject to NR-13 requirements. An initial inspection report, including internal and external examinations shall be issued.

### 3.7.12 – SELLER shall perform the initial thickness measurement on all carbon steel equipment and piping with no internal coating. The ultrasonic method shall be applied. The total amount measuring points is around 5000. For every measurement point it shall be foreseen an inspection access where thermal insulation is required.

3.7.12.1 – SELLER shall supply the locking devices (car seals) and warning plates for use in the valves with LO (locked open) and LC (locked closed) indication. The quantities of LO car seals, LC car seals, LO warning plates and LC warning plates shall be accordingly to the detailed design quantities plus 10%.

### 3.7.13 – SELLER shall be responsible for obtaining technical support from vendors, manufacturers and/or suppliers, onshore and offshore, whenever required, during the phases of assembly, commissioning, testing, pre-operation, start-up and operation specialized support, for all systems equipment and components within SELLER’s Scope of Supply. This support shall include, but not be limited to, labor (manpower), handling (including crane), tools, equipment, materials, consumables, lubricants, replacement parts and utilities (including electrical power, instrument air, potable water and other necessary items).

### 3.7.14 – The Substantial Completion Certificates will be issued after completion of all UNIT’s systems in accordance with Exhibit VIII – DIRECTIVES FOR COMMISSIONING.

### 3.7.15 – The Final Completion Certificates will be issued in accordance with Exhibit VIII – DIRECTIVES FOR COMMISSIONING.

### 3.7.16 – SELLER’s Scope of Supply regarding the provision of consumables, fuel, lube oil and chemical products shall be in accordance with Exhibit VIII – DIRECTIVES FOR COMMISSIONING.

### 3.7.17 – SELLER shall deliver the Unit with 1000m3 of fresh water and 1000m3 of diesel oil.

### 3.7.17.1 – Exhibit VIII – DIRECTIVES FOR COMMISSIONING define other products to be provided by SELLER during the onshore and offshore commissioning phase.

3.7.17.2 – Fresh water shall comply with ANVISA requirements.

3.7.17.3 – Diesel oil shall comply with the following Physical Properties accordingly XXX.

## 3.8 – UNIT Transportation to the Offshore Final Location and Installation

3.8.1 – SELLER shall be responsible for the transportation for the UNIT from the Integration Yard to the offshore final location. All resources necessary to undertake this transportation fall under SELLER’s Scope of Supply, and include but are not limited to:

* Transportation plan, which shall be issued by SELLER and approved by BUYER and Marine Warranty Surveyor
* UNIT hibernation and preservation
* Start-up of the UNIT systems upon arrival in Brazil, if transport is with UNIT dead
* Hibernation and Preservation removal in accordance with start-up and commissioning sequence
* Oceanic tugs and their respective crew
* All necessary crew onboard the FPSO unit as per the legal requirements, licenses, materials and activities required for the transportation
* Insurance coverage until such time as UNIT is held by BUYER’s station-keeping tugs at the final offshore location
* All fittings and other materials (and their installation) necessary for the towing, as well as the connections between tugs and UNIT, and their removal after mooring at offshore final location
* Engineering design, and supply of all required sea fastening
* Ballasting and de-ballasting operations in compliance with ship stability requirements and applicable environmental standards

3.8.1.1 – In the event that the UNIT is temporarily stationed at a sheltered waters before heading to the final offshore location, due to requirement by local authorities and/or arising from the Customs Clearance process by BUYER, SELLER’s Scope of Supply shall include all taxes, harbor fees, storage costs, material, food for people onboard, temporary toilets and activities expended throughout this temporary stationing and all associated costs incurred in connection therewith, including but not limited to tugboats, port authority pilot and all necessary crew, temporary mooring, customs clearance, safe manning operation team, oil spill barriers, waste handling vessel, sewage barge, and material discharge.

3.8.1.1.1 – During sheltered waters period SELLER shall provide transport by boat to all people embarkation including BUYER team, until Helideck release by Brazilian Authorities.

3.8.1.2 – SELLER’s Scope of Supply shall include the lifting of supplies to the living quarters, and of maintenance materials and tools onboard the UNIT as well as the provision of all necessary support to BUYER to enable compliance with requirements emanated from authorities in the event that such authorities mandate that the UNIT be placed at wharfage before heading to the final offshore location.

3.8.1.3 - For the voyage, Seller shall provide a specific preservation plan for VSAT antennas at top roof and Telecom room cabinets inside Telecom Upper Room and Telecom Lower Room. VSAT antennas shall be properly tided up and have its mechanical movable parts fixed according to vendor requirements. Cabinets inside each Telecom room shall have their frontal and rear doors properly anchored so that they cannot be damaged due to vessel shaking.

### 3.8.2 – SELLER shall provide all necessary devices, facilities, scaffolds, manpower, tools and consumables onboard, to support the pull-in hook-up operations, for wells described on Exhibit IV – DIRECTIVES FOR PRODUCT FABRICATION and SELLER shall provide vendor assistance for mooring hook-ups, during the installation of the UNIT at its offshore final location.

### 3.8.2.1 – The provision of all mooring equipment including installation chains, LLLC links, messenger chains and messenger wire ropes, as well as their pre-installation from fair-leads to the UNIT’s deck, and all necessary support, fall within SELLER’s Scope of Supply.

### 3.8.2.2 – In connection with the pull-in operations to be executed by BUYER, SELLER shall provide all materials and pre-assembling of spools for the hook-up (tie-in) of risers and pipelines in accordance with Exhibit IV – DIRECTIVES FOR PRODUCT FABRICATION. When the pull-in of any riser or pipeline is completed, SELLER shall be responsible for the hook-up (tie-in) of the riser or pipeline in question to the proper lines onboard.

3.8.3 – Seller shall deliver to Buyer, together with Unit, a complete inventory regarding equipment, instruments, parts, commissioning spare parts, capital spares, special tools and spare parts list, supplied by Seller. The Inventory list shall be prepared and provided in an Excel file, according to a template to be supplied by Buyer.

3.8.3.1 - Seller shall issue until substantial completion a complete list with photos of material and identification plate when applicable, with correct Boxes number control where the material is located on board to navigate to Brazil. This photographic report shall be issued for all material equipment, instrument, part, spare part, commissioning spare part, special tools and capital spares. The identification shall be individually for each item.

## 3.9 – Marine Warranty Surveyor

### 3.9.1 – SELLER shall contract an internationally recognized Marine Warranty Surveyor and accepted by Insurance provider, in order to approve site conditions, inspect, witness, perform studies and approve weight experiments, load outs, load ins, lifting, inclining test, sea fastening, tow out, towing operations, calculations, analysis and procedures related to the Modules, Hull and UNIT and all other marine operations within SELLER’s Scope of Supply.

3.9.2 – SELLER shall contract a Marine Warranty Surveyor after obtaining the approval of BUYER. SELLER shall deliver to BUYER copies of all technical procedures, reports, certificates and letters exchanged between SELLER and the Marine Warranty Surveyor at the same time that they are issued or received by SELLER.

3.9.3 – The Marine Warranty Surveyor, on behalf of BUYER, shall certify and verify the seaworthiness of all marine transportation of the project components and the loading out and sea-fastening thereof on to towed barges or the decks of the subject vessels and all marine installation activities involving lifting from and onto floating vessels, lifting on any kind of Dynamic Positioning, as well as emplacements, float-over, mating, launching, docking, loading or off-loading at sea.

3.9.4 – SELLER shall give full co-operation and assistance to, and comply with any instructions or requirements of, the Marine Warranty Surveyor in respect of, or arising from, any surveys to be carried out hereunder by the Marine Warranty Surveyor.

3.9.5 – On the basis of such requirements, provided pursuant to the professional responsibility of the Marine Warranty Surveyor, BUYER may issue instructions with which SELLER shall comply.

3.9.6 – Any costs or expenses incurred by SELLER in complying therewith shall be borne by SELLER, who shall not be entitled to any compensation therefor or in respect thereof from BUYER.

3.9.7 – Before accepting any vessel as part of the offshore marine spread, BUYER will inform if these vessels are acceptable for use in the offshore Work and fit for purpose by a marine survey being conducted by the Marine Warranty Surveyor.

3.9.8 – Each such marine survey and the results thereof shall be without prejudice to the obligations and liabilities of SELLER under the Agreement.

3.9.9 – All costs associated with the preparation of the vessels for marine survey and the time-related charges and other costs during the survey(s) are included in the Contract Price.

## 3.10 – Marine Growth/Biofouling

### 3.10.1 – Antifouling Paint Application

### 3.10.1.1 – SELLER shall apply tin-free antifouling paint on the Hull underwater surfaces (flat and vertical bottom, including all associated structures and sea chests) of the UNIT. The anti-fouling painting scheme shall follow NORMAM 20/2022 DPC and IMO Convention on Anti-Fouling Systems. The certificates of paint application must be presented to BUYER.

### 3.10.2 – UNIT hull construction/integration outside Brazil

3.10.2.1 – If the Unit is transported from a site outside Brazil, SELLER shall ensure the Hull to be free of marine growth/biofouling as follows:

3.10.2.1.1 – SELLER shall perform cleaning of all Hull underwater surfaces, including all structures and special areas such as sea chests, bilge keels, caissons, lower riser balcony, bell mouths and temporary anodes and properly reported within thirty (30) days before sail away to Brazilian waters, according to local legislations where the cleaning will be executed.

3.10.2.1.2 - After cleaning, SELLER shall inspect all Hull underwater areas and provide BUYER with an Inspection Report, including film and photos to evidence the cleanup and integrity of the Hull.

3.10.2.1.3 - SELLER shall submit to BUYER a Cleaning Report specifying cleaning method description and representative photos of the cleaned Hull and niche underwater areas. The Cleaning Report shall be attested and signed by a qualified professional with a knowledge of marine biology, such as a biologist or oceanographer, stating that the Hull and all compartment areas are free of marine growth/biofouling.

3.10.2.1.4 - SELLER shall also deliver to BUYER, in a separate report, all photographs taken of the entire cleaning process. SELLER shall identify each photograph with a Hull area reference. The photographs shall have resolution of 14 megapixels (MP) or greater.

3.10.2.1.5 – The Cleaning Methodology adopted by SELLER shall not cause damage to the paint of the Hull. Before commencement of the cleaning and inspection works, the team involved in the activities shall be instructed on the technical, operational and safety aspects of the activities. SELLER shall divide the Hull surface into sections to allow for the proper sequencing of underwater activities.

3.10.2.1.5.1 – The execution of the cleaning shall be done with the best practices and international safety requirements.

3.10.2.1.6 - The requirements set forth in NORMAM-20/DPC - Ballast Water Management and Control – shall be applied.

3.10.3 – UNIT Hull Construction/Integration in Brazil

3.10.3.1 - If the Hull construction/integration of the UNIT takes place in Brazil, SELLER shall prevent marine growth/biofouling.

3.10.3.1.1 - SELLER shall, on a monthly basis, inspect and if necessary clean the Hull underwater areas (grooming) throughout the whole stay of the Hull at Brazilian yard or sheltered waters, whenever proven occurrence of marine growth is attested for those areas.

3.10.3.1.2 – SELLER shall provide periodic cleaning reports and a final report. The final report shall be attested and signed by a qualified professional with a knowledge of marine biology, such as a biologist or oceanographer, stating that the Hull underwater areas are free from sun coral.

3.10.3.1.3 - If the presence of sun coral is identified on the Hull underwater areas during the stay at a Brazilian yard or sheltered waters despite preventive measures having been implemented, SELLER shall take all steps necessary to remove the organisms in compliance with applicable Brazilian legislation and the conditions for release established by the Federal Environmental Agency of Brazil (IBAMA).

3.10.3.1.4 - In any other areas without sun coral, SELLER shall make underwater hull and niche areas periodic inspection (semiannual) on the way to ensure the hull and niche areas will be free of sun coral before sail away to final location or other regions. If the area where will setting the integration of Unit have robust and scientific data in supporting an evidence that there is no development of sun coral, this periodic inspection could be dismissed. In this case, SELLER shall submit this information to BUYER appraisal.

3.10.3.1.5 - During the activity, special attention should be given to the contention of removed residues. Cleaning report with cleaning method description and photos after the cleaning shall be submitted to BUYER appraisal, and shall be attested and signed by a qualified professional, as biologists or oceanographers, capable to state that the hull and all niche areas are free of sun coral. SELLER shall also deliver to BUYER videos and photos of all the cleaning process in a separate report.

3.10.3.1.6 - Within 30 days before sail away to final location or other regions SELLER shall perform hull and niche areas inspection in order to confirm that the hull and niche areas are free of macrofouling and/or sun coral. Inspection report with inspection method description and photos shall be submitted to BUYER appraisal, and shall be attested and signed by a qualified professional, as biologists or oceanographers, capable to state that the hull and all niche areas are free of sun coral. SELLER shall also deliver to BUYER videos and photos of all the cleaning process in a separate report. The inspection’s plan shall be submitted to BUYER appraisal.

# 4 – UNIT HANDOVER

### 4.1 – The Handover shall be carried out at the offshore final location in Brazil, after substantial completion and transfer of the Unit from SELLER’s oceanic tugboats to BUYER’s stay-keeping tugboats, once all the conditions stated in the Agreement have been complied with. BUYER shall have the right to require SELLER to Handover any Modules, Materials or Equipment irrespective of whether or not SELLER has completed all work associated with that portion of the Scope of Supply which was scheduled to be performed prior to the Handover Date. The issuance by BUYER of a Handover Certificate shall not relieve SELLER of any of its obligations under this Agreement or at law, including without limitation SELLER’S obligation to complete its scope.

### 4.1.1 – For the Handover, SELLER shall provide BUYER with all technical documents, including the necessary as-built mark-up drawings for handover, manuals, data books, Classification Society certified documents, and all documents provided by suppliers, subcontractors and vendors.

### 4.1.2 – The documentation shall be organized and delivered in accordance with Exhibit III – DIRECTIVES FOR PRODUCT DEVELOPMENT and Exhibit V – DIRECTIVES FOR ACQUISITIONS of the Agreement.

### 4.1.3 – The documentation related to the construction and assembly activities shall be organized and supplied to BUYER in accordance with the Exhibit IV – DIRECTIVES FOR PRODUCT FABRICATION of the Agreement.

4.2 – For the Handover, SELLER shall provide the original documents required by the Classification Society, the Marine Warranty Surveyor, and the Flag and Brazilian Authorities, including the certificate for helideck operation issued by Brazilian authorities. Before Handover, SELLER shall ensure that the helideck is ready to receive flights carrying BUYER’s operational team. If the Integration Yard is located abroad, SELLER shall also provide an international helideck certification, which will include a registered helicopter test flight landing and taking off from the UNIT.

### 4.3 – For the Handover, SELLER shall provide an Inventory for the whole UNIT, in accordance with the procedure specified by BUYER.

### 4.4 – All requirements for Handover described in this Agreement and its Exhibit VIII – DIRECTIVES FOR COMMISSIONING shall be complied with.

### 4.5 – The Handover Certificate shall be issued by SELLER and signed by the Parties.

### 4.6 – All harbor fees and the fulfillment of the requirements of Local Authorities related to the UNIT related to Customs Clearance shall be the responsibility of Seller, which will also cover all the expenses associated therewith, up to the moment of Handover.

4.7 – For the Handover, SELLER shall remove the hibernation on equipment and start up all systems necessary to make living quarters habitable, as well as all life support systems.